

Jury's Verdict Form

VERDICT FORM

In answering the questions which I will submit to you, please answer "yes" or "no." A "yes" answer must be based on a preponderance of the evidence. If you do not find that a preponderance of the evidence supports a "yes" answer, then answer "no."

McNeil's Race Discrimination Claim

Jury Question No. 1

Having read the Court's Instruction No. 8, do you find by a preponderance of the evidence that BMC constructively discharged McNeil?

Answer "Yes" or "No."

NO

If you answered "Yes" to Jury Question No. 1, please answer Jury Questions Nos. 2 -3.

If not, please proceed directly to Jury Question No. 4.

Jury Question No. 2

Having read the Court's Instruction No. 11, part 1, what amount of actual damages, if any, and relating to the period from April 1, 2005 through April 1, 2007, would compensate McNeil for her constructive discharge?

Answer in dollars and cents, or "no damages."

\$ NOT APPLICABLE (Actual Damages)

Jury Question No. 3

Having read the Court's Instruction No. 12, what amount of compensatory damages, if any, if now paid in cash would compensate McNeil for her constructive discharge?

Answer in dollars and cents, or "no damages."

\$ NOT APPLICABLE (Compensatory Damages)

McNeil's Breach of Contract Claim

Jury Question No. 4

Having read the Court's Instruction No. 9, part 1, do you find by a preponderance of the evidence that BMC breached its sign-on bonus contract with McNeil?

Answer "Yes" or "No."

YES

If you answered "Yes" to Jury Question No. 4, please answer Jury Question No. 5. If not, please proceed directly to Jury Question No. 6.

Jury Question No. 5

Having read the Court's Instruction No. 11, part 2, what sum of money paid now in cash, if any, would fairly and reasonably compensate McNeil for the breach of contract?

Answer in dollars and cents, or "no damages."

\$ 70,000⁰⁰

BMC's Breach of Contract Claim

Jury Question No. 6

Having read the Court's Instruction No. 9, part 2, do you find by a preponderance of the evidence that McNeil breached its sign-on bonus contract with BMC?

Answer "Yes" or "No."

NO

If you answered "Yes" to Jury Question No. 6, then answer Jury Question No. 7. If not, please proceed directly to the last page and sign to enter your verdict.

Jury Question No. 7

Having read the Court's Instruction No. 11, part 3, what sum of money paid now in cash, if any, would fairly and reasonably compensate BMC for the breach of contract?

Answer in dollars and cents, or "no damages."

\$ _____

Please sign to enter your verdict on the last page.

CERTIFICATE

We, the jury, in the above-entitled action, *Karen McNeil v. BMC Software, Inc.*, Civil Action Number H-06-2492, have unanimously answered the above questions as herein indicated, and herewith return same to the Court as our unanimous verdict.

So say we all.

Signed this 7TH day of November, 2007.

<u>WALTER HOLMES</u>	<u>Walter Z. Holmes</u>
Name of Jury Foreperson	Signature of Jury Foreperson
<u>NANCY HALE</u>	<u>Nancy Hale</u>
Name of Jury Member	Signature of Jury Member
<u>Theresa Rosa</u>	<u>Theresa Rosa</u>
Name of Jury Member	Signature of Jury Member
<u>Ratsy Quimby</u>	<u>Ratsy Quimby</u>
Name of Jury Member	Signature of Jury Member
<u>Katherine Boxleitner</u>	<u>Katherine Boxleitner</u>
Name of Jury Member	Signature of Jury Member
<u>Jennifer Cummings</u>	<u>Jennifer Cummings</u>
Name of Jury Member	Signature of Jury Member
<u>LEONARD HAYES</u>	<u>Leonard Hayes</u>
Name of Jury Member	Signature of Jury Member
<u>Tammy Phillips</u>	<u>Tammy Phillips</u>
Name of Jury Member	Signature of Jury Member
<u>Marlowe Wicks</u>	<u>Marlowe Wicks</u>
Name of Jury Member	Signature of Jury Member
<u>JOHN L. KING</u>	<u>John L. King</u>
Name of Jury Member	Signature of Jury Member
<u>DAVID WENNINGER</u>	<u>David Wenninger</u>
Name of Jury Member	Signature of Jury Member
<u>Clark P Weldon</u>	<u>Clark P Weldon</u>
Name of Jury Member	Signature of Jury Member